IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

WANDA PEEBLES and
EDWIN PEEBLES,

Plaintiffs,

v. **Civil Action No. 3:16cv1007-HEH**

NATIONSTAR MORTGAGE LLC,

Defendant.

DEFENDANT NATIONSTAR MORTGAGE LLC'S
ANSWER TO PLAINTIFFS' COMPLAINT

Defendant Nationstar Mortgage LLC ("Nationstar"), by counsel, submits the following Answer to Plaintiffs Wanda Peebles' and Edwin Peebles' (collectively, "Plaintiffs") Complaint (the "Complaint"):

PRELIMINARY STATEMENT

1. The allegations set forth in paragraph 1 of the Complaint consist of a general description of the lawsuit to which no response is required. To the extent that a response is required, the allegations are legal conclusions and/or refer to documents that speak for themselves to which no response is required. To the extent the allegations vary from the documents or are contrary to law, they are denied. Nationstar denies any remaining allegations set forth in paragraph 1 of the Complaint.

JURISDICTION

2. The allegations set forth in paragraph 2 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, and the allegations are contrary to law, they are denied.

PARTIES

3. The allegations set forth in paragraph 3 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, and the allegations are contrary to the law, they are denied.

4. The allegations set forth in paragraph 4 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, and the allegations are contrary to the law, they are denied.

5. The allegations set forth in paragraph 5 of the Complaint are denied as stated. By way of further response, Nationstar states that it is a limited liability company incorporated in Delaware, doing business in the Commonwealth of Virginia, and with its principal place of business at 8950 Cypress Waters Blvd., Coppell, Texas 75019. The remaining allegations Complaint are legal conclusions to which no response is required. To the extent a response is required, and the allegations are contrary to law, they are denied.

FACTS

6. The allegations set forth in paragraph 6 of the Complaint regarding Plaintiffs' bankruptcy refer to publicly filed records, to which no response is required. To the extent that the allegations vary from public record, they are denied. Nationstar lacks knowledge or information sufficient to form a belief as to the truth of the allegations regarding Plaintiffs' reasons for filing bankruptcy, and therefore denies the same.

7. Upon information and belief, Nationstar admits that Plaintiffs were behind on their mortgage payments in or around the time that they filed for bankruptcy.

8. The allegations set forth in paragraph 8 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

9. Nationstar admits that Plaintiffs were in default on their mortgage loan at the time servicing was transferred to Nationstar.

10. The allegations set forth in paragraph 10 of the Complaint are admitted.

11. Nationstar admits that Plaintiffs applied for a loan modification. Nationstar lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 11, and therefore must deny the same.

12. The allegations set forth in paragraph 12 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

13. The allegations set forth in paragraph 13 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

14. The allegations set forth in paragraph 14 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

15. The allegations set forth in paragraph 15 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

16. The allegations set forth in paragraph 16 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

17. The allegations set forth in paragraph 17 of the Complaint refer to publicly filed records, to which no response is required. To the extent that the allegations vary from public record, they are denied.

18. The allegations set forth in paragraph 18 of the Complaint refer to publicly filed records, to which no response is required. To the extent that the allegations vary from public record, they are denied.

19. The allegations set forth in paragraph 19 of the Complaint refer to publicly filed records, to which no response is required. To the extent that the allegations vary from public record, they are denied.

20. The allegations set forth in paragraph 20 of the Complaint refer to publicly filed records, to which no response is required. To the extent that the allegations vary from public record, they are denied.

21. The allegations set forth in paragraph 21 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

22. The allegations set forth in paragraph 22 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

23. Nationstar is without information to admit or deny the allegations set forth in paragraph 23 of the Complaint and therefore denies the same.

24. Nationstar is without information to admit or deny the allegations set forth in paragraph 24 of the Complaint and therefore denies the same.

25. The allegations set forth in paragraph 25 of the Complaint are denied.

26. The allegations set forth in paragraph 26 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

27. The allegations set forth in paragraph 27 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

28. The allegations set forth in paragraph 28 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied. Nationstar denies any allegations that it acted illegally or improperly. Nationstar denies that it made any false representations to Plaintiffs.

29. The allegations set forth in paragraph 29 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied. Nationstar denies the remaining allegations set forth in paragraph 29 of the Complaint.

30. The allegations set forth in paragraph 30 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

31. The allegations set forth in paragraph 31 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

32. The allegations set forth in paragraph 32 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

33. The allegations set forth in paragraph 33 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied. Nationstar denies any allegations that it acted illegally or improperly. Nationstar denies that it made any false representations to Plaintiffs.

34. The allegations set forth in paragraph 34 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

35. The allegations set forth in paragraph 35 of the Complaint are denied.

COUNT I: VIOLATION OF THE REAL ESTATE SETTLEMENT PROCEDURES ACT (12 U.S.C. § 2605e)

36. Nationstar reasserts and incorporates the preceding paragraphs by reference.

37. The allegations set forth in paragraph 37 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

38. The allegations set forth in paragraph 38 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

39. The allegations set forth in paragraph 39 of the Complaint are denied.

40. The allegations set forth in paragraph 40 of the Complaint are denied.

41. The allegations set forth in paragraph 41 of the Complaint are denied.

42. The allegations set forth in paragraph 42 of the Complaint are denied.

43. The allegations set forth in paragraph 43 of the Complaint are denied.

COUNT II: VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (15 U.S.C. § 1692)

44. Nationstar reasserts and incorporates the preceding paragraphs by reference.

45. The allegations set forth in paragraph 45 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, and the allegations are contrary to law, they are denied.

46. The allegations set forth in paragraph 46 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

47. The allegations set forth in paragraph 47 of the Complaint are admitted.

48. The allegations set forth in paragraph 48 of the Complaint are denied.

49. The allegations set forth in paragraph 49 of the Complaint are denied.

50. The allegations set forth in paragraph 50 of the Complaint are denied.

51. The allegations set forth in paragraph 51 of the Complaint are denied.

COUNT III: BREACH OF CONTRACT (Common Law)

52. Nationstar reasserts and incorporates the preceding paragraphs by reference.

53. The allegations set forth in paragraph 53 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

54. The allegations set forth in paragraph 54 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

55. The allegations set forth in paragraph 55 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

56. The allegations set forth in paragraph 56 of the Complaint are denied.

57. The allegations set forth in paragraph 57 of the Complaint refer to documents, which speak for themselves. To the extent the allegations vary from the documents, the allegations are denied.

58. The allegations set forth in paragraph 58 of the Complaint are denied.

59. The allegations set forth in paragraph 59 of the Complaint are denied.

60. The allegations set forth in paragraph 60 of the Complaint are denied.

61. In response to Plaintiffs' "WHEREFORE" paragraph immediately following paragraph 60 of the Complaint, Nationstar denies it is liable to Plaintiffs in any manner whatsoever for the requests for relief set forth therein, or for any relief whatsoever.

62. Nationstar admits that Plaintiffs demand a trial by jury.

63. Nationstar denies each and every allegation in the Complaint not specifically admitted herein.

64. Nationstar reserves the right to rely upon any and all defenses as may become known through discovery or at trial.

65. Nationstar reserves the right to amend its Answer to Plaintiffs' Complaint to conform to the evidence as determined in discovery or at trial.

AFFIRMATIVE AND OTHER DEFENSES

Defendant Nationstar Mortgage LLC hereby sets forth the following affirmative and other defenses to the Complaint, without assuming the burden of proof on such defenses that would otherwise rest with Plaintiffs.

1. Plaintiffs' Complaint, or portions thereof, fail to state a claim upon which relief may be granted.

2. The Complaint is barred, in whole or in part, to the extent that Plaintiffs lack standing.

3. Plaintiffs' Complaint, or portions thereof, should be dismissed for lacking causation.

4. Any alleged damages suffered by Plaintiffs are the result of their own conduct and/or the actions of other individuals or entities over which Nationstar has no control.

5. Plaintiffs' claims are subject to the defenses of setoff and recoupment.

6. Plaintiffs' claims should be dismissed because Nationstar did not violate any provisions of the Fair Debt Collections Practices Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA").

7. Plaintiffs' Complaint, or portions thereof, should be dismissed because the claims made therein are time-barred by the applicable statute(s) of limitations.

8. Plaintiffs' Complaint, or portions thereof, should be dismissed under the doctrines of judicial estoppel, collateral estoppel and/or *res judicata*.

9. Plaintiffs' claims should be dismissed because any alleged violations of the FDCPA by Nationstar were the result of a *bona fide* error, were unintentional, and resulted notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.

10. Plaintiffs' claims fail to the extent that Nationstar's actions were authorized by Virginia or federal law.

11. Plaintiffs' claims fail to the extent that Nationstar's actions were authorized by the terms of the underlying agreements creating the debts.

12. Plaintiffs' claims are barred by the express terms of the loan modification agreement they refer to.

13. Plaintiffs' claims fail to the extent that Nationstar's representations to Plaintiffs were truthful.

14. Plaintiffs' claims are barred, in whole or in part, to the extent that Plaintiffs failed to mitigate their alleged damages.

15. Nationstar reserves the right to amend or supplement the foregoing responses and/or assert additional affirmative defenses at a later date following discovery and investigation.

WHEREFORE, Defendant Nationstar Mortgage LLC respectfully requests:

(1) that the Court enter judgment in favor of Nationstar and against Plaintiffs on the claims in the Complaint and deny all relief sought by Plaintiffs; and

(2) that the Court award Nationstar such other and further relief as this Court deems just and proper.

Dated: January 25, 2017

Respectfully submitted,

NATIONSTAR MORTGAGE LLC

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CERTIFICATE OF SERVICE

I certify that on the 25th day of January, 2017, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF System, which will send a notification of such filing (NEF) to the following:

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